



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 November 12, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

November 12, 2013

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO EXTEND FIVE DENTAL SERVICES
AGREEMENTS
(SUPERVISORIAL DISTRICTS 1, 2 & 4)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

SUBJECT

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.

Request approval of amendments to extend agreements with Roger P. Fieldman, DDS, Inc., and Sullivan and Urban Dental Management Firm, Inc. for the continued provision of dental services at five Los Angeles County comprehensive health centers and to delegate authority to the Director of Health Services to revise the scopes of work in order to address any necessary or legally required changes associated with the implementation of the Affordable Care Act and/or reinstatement of adult Denti-Cal.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that the continued provision of dental services, as described herein, continues to be performed more economically by independent contractors.
2. Approve and instruct the Chairman to sign the attached Amendment No. 3 (Exhibit I), to Proposition A (Prop A) Agreement No. 76418 with Roger P. Fieldman, DDS, Inc. (Roger P. Fieldman), effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2014 through December 31, 2014 for the continued provision of dental services at Edward R. Roybal Comprehensive Health Center (Roybal CHC) and increase the maximum obligation of the Agreement by \$768,629 for the extended



www.dhs.lacounty.gov

period.

3. Approve and instruct the Chairman to sign the attached Amendment No. 3 (Exhibit II), to Prop A Agreement No. 76419 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2014 through December 31, 2014 for the continued provision of dental services at El Monte Comprehensive Health Center (El Monte CHC) and increase the maximum obligation of the Agreement by \$784,322 for the extended period.

4. Approve and instruct the Chairman to sign the attached Amendment No. 3 (Exhibit III), to Prop A Agreement No. 76420 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2014 through December 31, 2014 for the continued provision of dental services at Hubert H. Humphrey Comprehensive Health Center (Humphrey CHC) and increase the maximum obligation of the Agreement by \$848,040 for the extended period.

5. Approve and instruct the Chairman to sign the attached Amendment No. 3 (Exhibit IV), to Prop A Agreement No. 77528 with Roger P. Fieldman, effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2014 through December 31, 2014 for the continued provision of dental services at H. Claude Hudson Comprehensive Health Center (Hudson CHC) and increase the maximum obligation of the Agreement by \$802,827 for the extended period.

6. Approve and instruct the Chairman to sign the attached Amendment No. 3 (Exhibit V), to Prop A Agreement No. 76421 with Sullivan and Urban Dental Management Firm, Inc. (Sullivan and Urban), effective upon approval by the Board, to extend the term of the Agreement for the period of January 1, 2014 through December 31, 2014 for the continued provision of both Prop A and HIV/AIDS dental services at Long Beach Comprehensive Health Center (Long Beach CHC) and increase the maximum obligation of the Agreement by \$363,698 and \$62,142, for Prop A and HIV/AIDS dental services, respectively, for the extended period.

7. Delegate authority to the Director of Health Services (Director), or his designee, to execute future amendments to the Dental Services Agreements, to revise the scopes of work, if needed, during the extension period identified hereinbefore, in order to address any necessary or legally required changes associated with the implementation of the Affordable Care Act (ACA) and/or reinstatement of adult Denti-Cal.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Prop A be cost effective and operationally feasible. The Department of Health Services (DHS or the Department) has made that determination, as the reimbursement rates during the recommended extension period remain unchanged.

Approval of recommendations two through six is necessary to ensure the continued provision of Prop A dental services at Roybal CHC, El Monte CHC, Humphrey CHC, Hudson CHC, and Long Beach

CHC (Long Beach CHC includes an HIV/AIDS dental service component). The current Agreements expire on December 31, 2013.

The Department issued a Request for Proposals (RFP) in February 2013 with the intended goal of securing successor agreements to replace the current dental agreements, using the same reimbursement model of a fixed monthly rate to run a dental clinic at each facility. However, with the Department's Ambulatory Care Network and Managed Care Services divisions now engaged in efforts to standardize care models and offerings across the enterprise, a subsequent decision was made that it is in the best interest of the County and vendor community to cancel the solicitation and allow DHS time to determine how services and reimbursement methods will be structured. The Department has formed a DHS dental workgroup to provide recommendations on how dental services may be structured. In this process, the dental workgroup will also need to determine what impact, if any, the reinstatement of adult Denti-Cal in May 2014 may have on dental services department-wide. The one-year extension period will allow the Department time to incorporate the recommendations of the DHS dental workgroup and determine the appropriate contracting strategy.

Approval of the last recommendation will enable the Director, or his designee, to make timely revisions to the scopes of work, without making changes to the payment structure or maximum obligation, to align with dictates and/or recommendations conveyed by the DHS dental workgroup and approved by the Director, with respect to the implementation of ACA and the reinstatement of adult Denti-Cal.

Implementation of Strategic Plan Goals

The recommendations support Goal 1, Operational Effectiveness, and Goal 2, Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation for the extension period of January 1, 2014 through December 31, 2014 for all five Agreements is \$3,629,658 which consists of \$784,322 for El Monte CHC; \$802,827 for Hudson CHC; \$848,040 for Humphrey CHC; \$768,629 for Roybal CHC with Roger P. Fieldman and \$363,698 and \$62,142 for Long Beach CHC for Prop A and HIV/AIDS dental services, respectively, with Sullivan and Urban.

Funding is included in the DHS Fiscal Year (FY) 2013-14 Final Budget and will be requested in the future fiscal year, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As a result of an initial Prop A compliant RFP process, DHS contracted with Roger P. Fieldman to provide dental services to the residents of Los Angeles County at El Monte CHC, Humphrey CHC, and Roybal CHC on December 18, 2007 and at Hudson CHC on June 7, 2011. DHS also contracted with Sullivan and Urban to provide dental services (Prop A and HIV/AIDS) to the residents of Los Angeles County at Long Beach CHC on December 18, 2007, under the Prop A guidelines.

Amendment No. 1 utilized delegated authority to extend the existing Agreements from November 1, 2012 through April 30, 2013 during initial solicitation efforts as a RFP had been released on February 15, 2013.

Amendment No. 2 further extended the existing Agreements through December 31, 2013 and provided delegated authority to the Director to execute future amendments to the Agreements to address the assignment of HITECH Act "eligible professional" incentive payments to the County of Los Angeles.

During this one-year extension period, Roger P. Fieldman and Sullivan and Urban shall continue to provide diagnostic, preventive, and restorative dental services at the CHCs at the current rates.

These Agreements may be terminated by the County with a 60-day written notice to Contractor.

All Agreements have the current Living Wage language and with the adoption of this action, incorporates the most recent language of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Contractors are in compliance with the Living Wage Program.

County Counsel has reviewed and approved Exhibits I, II, III, IV, and V as to use and form.

CONTRACTING PROCESS

The current Agreements were awarded following a competitive solicitation process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued and uninterrupted provision of Prop A dental services at the five CHCs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is fluid and cursive, with the first name "Mitchell" written in a larger, more prominent script than the last name "Katz".

Mitchell H. Katz, M.D.

Director

MHK:adb

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

DENTAL SERVICES AGREEMENT FOR
EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

Amendment No. 3

This Amendment is made and entered into this 12th day of November,
2013,

By and between COUNTY OF LOS ANGELES
(hereafter "County"),

And ROGER P. FIELDMAN, DDS,
INC.
(hereafter "Contractor")

Business Address:
130 South Alvarado Street
Los Angeles, CA 90057

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Edward R. Roybal Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 76418, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$768,629, not to exceed a total contract cost of \$5,275,668 and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 30, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, Subparagraph A, is deleted in its entirety and replaced as follows:

“1. A. TERM:

The term of this Agreement shall commence on December 18, 2007, and shall expire on December 31, 2014.”

3. Agreement, Paragraph 3, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

A. The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2013 shall not exceed Four Million Five Hundred Seven Thousand Thirty-Nine Dollars (\$4,507,039).”

B. The Maximum Obligation for the period January 1, 2014 through December 31, 2014 shall not exceed Seven Hundred Sixty Eight Thousand Six Hundred Twenty-Nine Dollars (\$768,629).”

4. Agreement, Paragraph 39, Business Associate Protected Health Information Disclosure Agreement, is deleted in its entirety and replaced as follows:

“39. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

39.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 39.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 39.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 39.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By Mark Ridley-Thomas
Mark Ridley-Thomas, Chairman
Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Antel
Deputy



ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By Antel, Deputy

APPROVED AS TO FORM:

John Krattli
County Counsel

By Allison Morse
Allison Morse, Senior Deputy County Counsel

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By R. Fieldman
Signature
ROGER FIELDMAN, DDS
Name
PRESIDENT
Title

ADOPTED
BOARD OF SUPERVISORS

#14 NOV 12 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT II

Agreement No. 76419

DENTAL SERVICES AGREEMENT FOR
EL MONTE COMPREHENSIVE HEALTH CENTER

Amendment No. 3

This Amendment is made and entered into this 12th day of November,
2013,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

ROGER P. FIELDMAN, DDS,
INC.
(hereafter "Contractor")

Business Address:
130 South Alvarado Street
Los Angeles, CA 90057

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for El Monte Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 76419, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$784,322, not to exceed a total contract cost of \$5,383,380 and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 30, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, Subparagraph A, is deleted in its entirety and replaced as follows:

“1. A. TERM:

The term of this Agreement shall commence on December 18, 2007, and shall expire on December 31, 2014.”

3. Agreement, Paragraph 3, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

A. The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2013 shall not exceed Four Million Five Hundred Ninety-Nine Thousand Fifty-Eight Dollars (\$4,599,058).”

B. The Maximum Obligation for the period January 1, 2014 through December 31, 2014 shall not exceed Seven Hundred Eighty-Four Thousand Three Hundred Twenty-Two Dollars (\$784,322).”

4. Agreement, Paragraph 39, Business Associate Protected Health Information Disclosure Agreement, is deleted in its entirety and replaced as follows:

“39. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

39.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use

of appropriate consents and authorizations specified under HIPAA.

- 39.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 39.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 39.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy



ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By [Signature], Deputy

APPROVED AS TO FORM:

John Krattli
County Counsel

By [Signature]
Allison Morse, Senior Deputy County Counsel

COUNTY OF LOS ANGELES

By [Signature]
Mark Ridley-Thomas, Chairman
Board of Supervisors

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By [Signature]
Signature
ROGER FIELDMAN, DDS
Name
PRESIDENT
Title

ADOPTED
BOARD OF SUPERVISORS

14 NOV 12 2013

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

DENTAL SERVICES AGREEMENT FOR
HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

Amendment No. 3

This Amendment is made and entered into this 12th day of November,
2013,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

ROGER P. FIELDMAN, DDS,
INC.
(hereafter "Contractor")

Business Address:
130 South Alvarado Street
Los Angeles, CA 90057

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Hubert H. Humphrey Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 76420, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$848,040, not to exceed a total contract cost of \$5,820,722 and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 30, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, Subparagraph A, is deleted in its entirety and replaced as follows:

“1. A. TERM:

The term of this Agreement shall commence on December 18, 2007, and shall expire on December 31, 2014.”

3. Agreement, Paragraph 3, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

A. The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2013 shall not exceed Four Million Nine Hundred Seventy-Two Thousand Six Hundred Eighty-Two Dollars (\$4,972,682).”

B. The Maximum Obligation for the period January 1, 2014 through December 31, 2014 shall not exceed Eight Hundred Forty-Eight Thousand Forty Dollars (\$848,040).”

4. Agreement, Paragraph 39, Business Associate Protected Health Information Disclosure Agreement, is deleted in its entirety and replaced as follows:

“39. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

39.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use

of appropriate consents and authorizations specified under HIPAA.

- 39.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 39.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 39.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By

Deputy

By

Mark Ridley-Thomas, Chairman
Board of Supervisors

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By

Signature

Name

Title



ATTEST:

SACHI A. HAMAI

Executive Officer of the
Board of Supervisors of

The County of Los Angeles By Antela, Deputy

APPROVED AS TO FORM:

John Krattli
County Counsel

By

Allison Morse, Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

14 NOV 12 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

DENTAL SERVICES AGREEMENT FOR
LONG BEACH COMPREHENSIVE HEALTH CENTER

Amendment No. 3

2013, This Amendment is made and entered into this 12th day of November,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

SULLIVAN AND URBAN
DENTAL MANAGEMENT FIRM
(hereafter "Contractor")

Business Address:
11116 Rives Avenue
Downey, CA 90241

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for Long Beach Comprehensive Health Center", dated December 18, 2007, and further identified as Agreement No. 76421, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$425,839, not to exceed a total contract cost of \$3,000,104 and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 30, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 1, Term, Subparagraph A, is deleted in its entirety and replaced as follows:

“1. A. TERM:

The term of this Agreement shall commence on December 18, 2007, and shall expire on December 31, 2014.”

3. Agreement, Paragraph 3, Maximum Obligation of County, is deleted in its entirety and replaced as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

A. PROPOSITION A DENTAL SERVICES:

The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2013 shall not exceed Two Million One Hundred Ninety-One Thousand Fifty-Six Dollars (\$2,191,056). The Maximum Obligation for the period January 1, 2014 through December 31, 2014 shall not exceed Three Hundred Sixty-Three Six Hundred Ninety-Eight Dollars (\$363,698).”

B. NON-PROP A HIV/AIDS DENTAL SERVICES:

The Maximum Obligation for all services for the period of December 18, 2007 through December 31, 2013 shall not exceed Three Hundred Eighty-Three Thousand Two Hundred Nine Dollars (\$383,209). The Maximum Obligation for the period January 1, 2014 through December 31, 2014 shall not exceed Sixty Two Thousand One Hundred Forty-Two Dollars (\$62,142).”

4. Agreement, Paragraph 39, Business Associate Protected Health Information Disclosure Agreement, is deleted in its entirety and replaced as follows:

“39. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

- 39.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its

implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 39.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 39.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 39.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By Mark Ridley-Thomas
Mark Ridley-Thomas, Chairman
Board of Supervisors

CONTRACTOR:

SULLIVAN AND URBAN DENTAL
MANAGEMENT FIRM

By Michael E. Sullivan
Signature
Michael E. Sullivan
Name
Owner
Title

76421
Supplement No. 2

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Antal
Deputy



ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles

By Antal, Deputy

APPROVED AS TO FORM:

John Krattli
County Counsel

By Allison Morse
Allison Morse, Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

14 NOV 12 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

DENTAL SERVICES AGREEMENT FOR
H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

Amendment No. 3

2013, This Amendment is made and entered into this 12th day of November,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

ROGER P. FIELDMAN, DDS,
INC.
(hereafter "Contractor")

Business Address:
130 South Alvarado Street
Los Angeles, CA 90057

WHEREAS, reference is made to that certain document entitled "Dental Services Agreement for H. Claude Hudson Comprehensive Health Center", dated June 7, 2011, and further identified as Agreement No. 77528, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term, to increase the Agreement amount by \$802,827, not to exceed a total contract cost of \$2,809,894 and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.
2. Agreement, Paragraph 4.0, Term of Agreement, Subparagraph 4.1, is deleted in its entirety and replaced as follows:

“4.1 The term of this Agreement shall commence on June 7, 2011 and shall expire on December 31, 2014.”

3. Agreement, Paragraph 5.0, Agreement Sum, Billing and Payment, is deleted in its entirety and replaced as follows:

“5.0 AGREEMENT SUM, BILLING AND PAYMENT:

- A. The Maximum Obligation for all services for the period of June 7, 2011 through December 31, 2013 shall not exceed Two Million Seven Thousand Sixty-Seven Dollars (\$2,007,067).”
- B. The Maximum Obligation for the period January 1, 2014 through December 31, 2014 shall not exceed Eight Hundred Two Thousand Eight Hundred Twenty-Seven Dollars (\$802,827).”

4. Agreement, Paragraph 9.2, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Healthcare Information Technology for Economic and Clinical Health Act (HITECH), is deleted in its entirety and replaced as follows:

“9.2. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

- 9.2.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.2.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.2.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
Deputy



ATTEST:
SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
The County of Los Angeles


By , Deputy

APPROVED AS TO FORM:

John Krattli
County Counsel

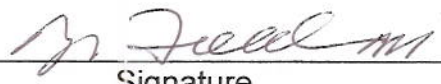
By 
Allison Morse, Senior Deputy County Counsel

COUNTY OF LOS ANGELES

By 
Mark Ridley-Thomas, Chairman
Board of Supervisors

CONTRACTOR:

ROGER P. FIELDMAN, DDS, INC.

By 
Signature
ROGER P. FIELDMAN, DDS
Name
PRESIDENT
Title

ADOPTED
BOARD OF SUPERVISORS

14 NOV 12 2013


SACHI A. HAMAI
EXECUTIVE OFFICER